




RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): William E. Vernon Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Barca, L.L.C. 10440 Deerwood Suite 638 Houston, TX Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: May 1, 2001	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s).: 10/028,055 B. Patent No(s).: Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: DENIS G. MALONEY Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110-2804	6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
DO NOT USE THIS SPACE	
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> Denis G. Maloney Reg. No. 29,670 Name of Person Signing  Signature 4/27/05 Date	
Total number of pages including coversheet, attachments and document: 6	

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

April 27, 2005
Date of Transmission

Signature
Marie Collins
Typed Name of Person Signing Certificate

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective this 1st day of May 2001, by and between BARCA, L.L.C. ("the Company") and WILLIAM VERNON ("Assignor"). The Company is a Texas limited liability company with its principal office at 10440 Deerwood, Suite 638, Houston, Texas.

WHEREAS, Assignor owns the rights to a business methodology referred to generally and in this Agreement as a Closed Loop Asset Management Process ("the Process"). The Assignor acknowledges that the Process is proprietary in nature and constitutes a trade secret.

WHEREAS, Assignor desires to sell, convey, assign and transfer to the Company, its successors and assigns forever, all right and title to the Process.

WHEREAS, Assignor represents and warrants that he is the sole owner of the Process, and has not assigned any right to apply for a patent on the Process. Assignor additionally represents and warrants that he has no knowledge of any third party patent or other similar rights that will be infringed by the manufacture, use or sale of the Process and that he does not know of any information or fact that renders his claim to the Process invalid or unenforceable.

I.

TERMS

In consideration of the mutual promises and representations set forth in this Agreement, the parties agree as follows:

1. Assignor will sell, convey, assign, and transfer all right, title and ownership to the Process to the Company, its successors and assigns forever, in exchange for Five Thousand and No/100 Dollar (\$5,000.00), payable within twelve (12) months of the date of execution of this Agreement. This will include without limitation all rights to market, transfer, license, assign, or sell the Process and is irrevocable and

without limitation with regard to time. Further, after the date of the execution of this Agreement, the Company shall be entitled to the right to apply for a patent on the Process and the royalties, if any, associated in any way with the Process.

2. Assignor acknowledges that after the execution of this Agreement, he will have no ownership, royalty rights, or interest in the Process, and accordingly, will have no right whatsoever to market, sell, or utilize the Process for his own purpose.
3. Assignor agrees that he will not take any steps to infringe upon the Company's rights to the Process, that he will not attempt to compete with the Company in its use of the Process, and will not cause any person or entity to compete against the Company by attempting to market, sell, assign, or develop any process, system, or equipment that competes with the Process.

II.

NON-DISCLOSURE AGREEMENT

Assignor agrees not to disclose any confidential or proprietary information concerning the Process, or the Company's utilization of the Process. Assignor acknowledges that such information is vital to the Company's on-going utilization of the Process and will, in all likelihood, cause monetary damages to the Company if such information is disclosed to third parties. Further, Assignor agrees, upon demand, to return all confidential and proprietary information to the Company, including any and all documents and other information concerning the Process. Assignor also agrees to protect the confidential and proprietary information associated with the Process by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of such information to third parties.

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III.

GENERAL TERMS

Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supercedes all prior understandings, negotiations, and dealings between the parties hereto with respect to the subject matter. No agreement or understanding, oral or written, in any way purporting to modify the terms hereof shall be binding on any party to this Agreement unless contained in a written document expressly described as an amendment to or extension of this Agreement and duly executed by the parties.

Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Severability. If any provision in this Agreement is determined, by any court having jurisdiction over the parties, to be unenforceable, the provision shall be amended to become enforceable, or at the election of the parties, severed from the agreement, and this Agreement shall otherwise remain in full force and effect.

Indemnification and Hold Harmless. Assignor agrees to indemnify and hold the Company harmless from any actions, claims, costs, damages, liabilities, and expenses, including attorneys' fees, which may be brought or made against the Company by a third party in anyway arising out of or connected with the sale, assignment, and transfer of the Process to the Company.

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The Company likewise agrees to indemnify and hold Assignor harmless from any actions, claims, costs, damages, liabilities, and expenses, including attorneys' fees, which may be brought or brought against Assignor by a third party which in any way arises out of the sale, transfer, and assignment of the Process to the Company.

IV.

ARBITRATION AGREEMENT

Any claim or controversy arising out of or relating to this Agreement ("a Dispute") shall be submitted to mandatory, binding arbitration. This arbitration shall take place under the following conditions:

1. Any arbitration proceeding shall take place in Dallas County, Texas and shall be conducted in accordance with the then current commercial arbitration rules of the American Arbitration Association, except as otherwise provided herein;
2. *Arbitration between the parties shall be absolutely mandatory, in which each party acknowledges that it is relinquishing its rights to the other party in a court of law for any dispute associated in any way with the process, or in any claim or controversy arising out of this Agreement.*
3. The statute of limitations governing arbitration between the parties shall be determined in accordance with the applicable limitations as set forth in the common law or statutory law of the State of Texas.
4. The parties agree that The Company's business impacts interstate commerce and that The Federal Arbitration Act will govern the interpretation and enforcement of this arbitration provision.
5. Each party will be responsible for the filing fees and other expenses and costs associated with arbitration under this Agreement. The remaining costs shall be born equally by the parties.

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W/V Date: May 1, 2001
WILLIAM VERNON, Assignor 4507 Springhill Estate
Parker TX, 75002

BARCA, L.L.C.

By: Shen Beeson Date: May 1, 2001
Its Managing Partner